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9 Attorney(s) for Defendant,
10 COSTCO WHOLESALE CORPORATION

11 **UNITED STATES DISTRICT COURT**

12 **EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**

13 CSAA INSURANCE EXCHANGE

CASE NO.: 2:23-CV-01156-DJC-DMC

14 Plaintiff,

**CROSS-CLAIM FOR INDEMNITY
AND EQUITABLE CONTRIBUTION**

15 vs.

16 DYNAMIC SOLUTIONS WORLDWIDE,
17 LLC, WOODSTREAM CORPORATION,
18 COSTCO WHOLESALE CORPORATION
and DOES 1 to 20,

19 Defendants.

20 _____/
21 COSTCO WHOLESALE CORPORATION,

22 Cross-Claimant,

23 vs.

24 DYNAMIC SOLUTIONS WORLDWIDE,
25 LLC, WOODSTREAM CORPORATION,
26 AND DOES 1-25, inclusive

27 Cross-Defendants _____/
28

1 COMES NOW, Cross-Claimant, COSTCO WHOLESALE CORPORATION, and cross
2 claims against Cross-Defendants, DYNAMIC SOLUTIONS WORLDWIDE, LLC and
3 WOODSTREAM CORPORATION, and alleges as follows:

4 **FIRST CAUSE OF ACTION**

5 **INDEMNITY**

6
7 (As against Cross-Defendants DYNAMIC SOLUTIONS WORLDWIDE, LLC,
8 WOODSTREAM CORPORATION, and ROES 1-25)

9 1. Cross-Claimant is and at all times herein mentioned was a corporation doing
10 business in the State of California.

11 2. Cross-Defendant, DYNAMIC SOLUTIONS WORLDWIDE, LLC, is and at all
12 times mentioned was a Wisconsin limited liability company doing business in the State of
13 California.

14 3. Cross-Defendant, WOODSTREAM CORPORATION is, and at all times relevant
15 to the subject litigation was, a Pennsylvania corporation doing business in the State of California.

16 4. Cross-Defendants sued herein under the fictitious name of Roes 1 through 25,
17 inclusive, are sued herein under such fictitious names pursuant to the terms and provisions of
18 California Code of Civil Procedure Section 474. Cross-Claimant does not at this time know the
19 true names and/or capacities of said Cross-Defendants but prays that the same may be inserted
20 herein when ascertained.

21 5. Plaintiff CSAA has filed a complaint in Butte County Superior Court, action
22 number 23CV01257, where Cross-Claimant and Cross-Defendants have been named as
23 Defendants. The action was removed to United States District Court, Eastern District of California,
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1 on June 16, 2023. Said complaint is incorporated herein solely for purposes of reference as though
2 fully set forth herein.

3 6. Cross-Claimant has denied Plaintiff's allegations and has denied that Plaintiff is
4 entitled to any recovery whatsoever from Cross-Claimant herein. However, if any liability exists
5 on the part of Cross-Claimant, which is specifically denied, then Cross-Claimant alleges that said
6 liability would be based on the primary and active conduct of Cross-Defendants, and each of them,
7 whose conduct would be active, direct, and primary, whereas Cross-Complainant's conduct would
8 be secondary, passive and indirect.
9

10 7. By reason of the foregoing and by reason of the entirety of the official court record
11 in the above mentioned action, an actual and present controversy exists between Cross-Claimant
12 and Cross-Defendants, and each of them, as to their respective rights, duties, obligations and
13 liabilities; Cross-Claimant contends that Cross-Defendants, and each of them, are obligated to
14 defend, indemnify and hold Cross-Claimant harmless in that any liability which exists as to Cross-
15 Claimant and its agents and employees arises based upon the acts of Cross-Claimant which were
16 secondary, passive, and indirect while the actions of Cross-Defendants above described and their
17 agents and employees were primary, active and direct.
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20 **WHEREFORE**, Cross-Claimant prays for judgment as hereinafter set forth.

21 **SECOND CAUSE OF ACTION**

22 **EQUITABLE CONTRIBUTION**

23 **(As against Cross-Defendants DYNAMIC SOLUTIONS WORLDWIDE, LLC,**

24 **WOODSTREAM CORPORATION, and ROES 1-25)**

25 8. Cross-Claimant incorporates by reference the allegations set forth in paragraph 1
26 through 7 as if fully set forth herein.
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1 9. In the event that Cross-Claimant herein incurs liability to Plaintiff in the above
2 described action, said liability should extend only to the amount of the damages which are
3 proportionate to the percentage of negligence or other fault, if any, which is attributable solely to
4 Cross-Claimant and no more. Cross-Claimant prays that the comparative fault of all parties herein
5 should be determined in this action and responsibility should be determined in accordance with
6 comparative fault principles. Cross-Claimant is entitled to contribution, comparative indemnity,
7 and apportionment for any liability imposed upon it as a Defendant in this action.
8

9 10. If Cross-Claimant is found to be liable herein with any other Cross-Defendant
10 herein, Cross-Claimant prays that it be awarded judgment against said Cross-Defendant, and each
11 of them, so that liability may be apportioned between and/or among the Cross-Claimant and Cross-
12 Defendants and each of them in proportion to the percentage of fault attributable to each.
13

14 **WHEREFORE**, Cross-Claimant prays for judgment against Cross-Defendants, and each
15 of them, as follows:
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17 1. For indemnification, reimbursement, and to be held harmless and safe from any
18 and all liability and expenses necessary and incident to the defense of this action and any verdict
19 rendered therein.

20 2. To be indemnified and reimbursed for the reasonable value of all legal costs and
21 fees expended in defending this action.


22 3. For a declaration from the Court as to the respective rights, duties and obligations
23 and liabilities of Cross-Claimant and Cross-Defendant.

24 4. For a declaration from the Court as to the percentage of fault attributable to Cross-
25 Claimant, if any, and Cross-Defendants herein, and each of them; and
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1 5. For such other and further relief as the Court deems proper under the
2 circumstances.

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4 Dated: June 16, 2023

MAIRE & DEEDON

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6 _____
7 PATRICK L. DEEDON
8 JOHN R. POWELL
9 Attorney(s) for Defendant,
10 COSTCO WHOLESALE CORPORATION
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Re: *CSAA Insurance Exchange vs. Dynamic Solutions Worldwide, LLC, et al.*
Eastern District Case No. 2:23-CV-01156-DJC-DMC

CERTIFICATE OF SERVICE

I am a citizen of the United States and employed in Shasta County, California at the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within action; my business address is 2851 Park Marina Drive, Suite 300, Redding, California 96001.

On June 19, 2023, I served the document(s) entitled:

CROSS-CLAIM FOR INDEMNITY AND EQUITABLE CONTRIBUTION

on the interested parties in this action as stated below:

SEE ATTACHED SERVICE LIST

 X **(BY MAIL):** I deposited such envelope in the mail at Redding, California with postage fully prepaid. I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be placed for collection and mailing, and deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid at Redding, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

 (VIA OVERNIGHT MAIL): I deposited such envelope to be placed for collection and handling via FED EX following our ordinary business practices. I am readily familiar with this business practice for collecting and processing correspondence for FED EX. On the same day that material is placed for collection, it is picked up by FED EX at Redding, California.

 X **(VIA ELECTRONIC MAIL):** By transmitting a true copy of thereof to the electronic mail addresses as indicated below.

 (BY HAND DELIVERY): I caused to be delivered by hand each sealed envelope to the addressee(s) mentioned in the attached service/ mailing list.

 (BY CM/ECF SERVICE): I caused such document(s) to be delivered electronically via CM/ECF as noted herein.

I declare under penalty of perjury under the laws of the United States that the above is true and correct and was executed on June 19, 2023, at Redding, California.


LISA MORRISON

1 Re: *CSAA Insurance Exchange vs. Dynamic Solutions Worldwide, LLC, et al.*
2 Eastern District Case No. 2:23-CV-01156-DJC-DMC

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4 **SERVICE LIST**

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